



Town of Westerly

**REQUEST FOR PROPOSALS**  
**2016-086**  
**LEASE OF A GPS FLEET**  
**&**  
**VEHICLE TRACKING SOLUTION**

November 2016

**REQUEST FOR PROPOSAL**  
**2016-086**  
**LEASE OF A GPS FLEET & VEHICLE TRACKING SOLUTION**

The Town of Westerly is seeking proposals from qualified contractors who have the expertise necessary to furnish, install and service a Fleet GPS/A VL System for the Public Works and Utilities Department. One original and five complete copies are required to be delivered to the Town. Proposals will be accepted at the Town of Westerly Purchasing Department, c/o Eileen Cardillo, Purchasing Agent, 45 Broad Street, Westerly, RI 02891 until **December 13, 2016 at 3:00 pm.**

All proposers must comply with the provisions of the RI Municipal Law and all other applicable laws. The Town reserves the right to reject any or all proposals.

Questions in relation to the RFP may be submitted by contacting the Town of Westerly Purchasing Agent, Eileen Cardillo at [ecardillo@westerly.k12.ri.us](mailto:ecardillo@westerly.k12.ri.us) no later than 12:00 p.m. on November 29, 2016

All proposals must be submitted in sealed envelopes, addressed to Town of Westerly, Purchasing Agent, 45 Broad St., Westerly, RI 02891 and clearly marked:

**RFP 2016-086 Fleet GPS AVL System**

Proposers are advised not to rely on next day mail services. Proposals must be received in the office of the Purchasing Agent before the above specified date and time. Faxes and electronic transmissions are not accepted. The Town reserves the right to request an interview of proposer(s) prior to award. All questions of sufficiency of the proposal shall be decided upon by the evaluation committee herein.

No proposal may withdraw within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Westerly (Town) reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of Town. Individuals requesting interpreter services for the hearing impaired must notify 401-348-2500 seventy-two hours in advance. The Town does not discriminate on the basis of age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

## **STANDARD INSTRUCTIONS TO BIDDERS**

### **TOWN OF WESTERLY PURCHASING DEPARTMENT**

**THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DEPARTMENT AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."**

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the Purchasing Dept., Westerly Town Hall, 45 Broad St., Westerly, RI 02891 until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

a. Envelopes containing bids must be sealed and addressed to the Purchasing Department, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.

b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.

e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later.

The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended.

7. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. “Or Equal” Bidding

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, the Town of Westerly reserves the right to make award by item or items, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point, Westerly, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town of Westerly will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation,

genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Town's Right to Reject

The Town of Westerly reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

13. Bond/Surety

Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

14. Standard Insurance and Indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants

engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

## II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	\$1,000,000 each occurrence
	\$2,000,000 each occurrence if blasting is required
	\$2,000,000 general aggregate with dedicated limits per project site
	\$2,000,000 products and completed operations aggregate
	\$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
  - 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
  - 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.
- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit  
Employer's Liability: \$500,000 bodily injury for each accident  
\$500,000 bodily injury by disease for each employee  
\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$2,000,000 per occurrence/\$2,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act:	\$1,000,000
Annual Aggregate	\$1,000,000

**Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.**

15. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

16. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. See Appendix B.



## SCOPE OF WORK

The Town of Westerly is seeking proposals from qualified contractors who have the expertise necessary to furnish, install and service a Fleet GPS/AVL System for the Public Works and Utilities Department. The Contractor shall provide and install, for lease by the Town, hardware and software to equip approximately 50 vehicles with a GPS/AVL System including Driver ID, Garmin cables and 2 PTO sensors per vehicle. The Town intends to establish a service agreement with the Contractor who offers the most cost effective option. Proposals shall include detailed information describing the manufacturer and model of the equipment and software to be provided as well as details on hosting parameters. The Town's goal is to obtain the necessary hardware, communication equipment and software for a vehicle tracking system that allows the DPW and Utilities staff to receive, integrate, review and store GPS data as well as permit bi-directional communication between the Town's drivers and home office personnel. Web or cloud hosted solutions are preferred. System functionality, reporting capabilities, monitoring fees and services will be major factors in determining award. Required system specifications are as follows:

Requirements:	Yes	No
Hard-wired units that do not require use of the vehicles ' onboard OBD II ports		
Durable, low maintenance equipment		
Ability for bi-directional communication between drivers and office personnel		
Driver ID Integration		
PTO Sensor Functionality		
Update frequency - must be able to provide varied update frequencies – as frequently as 30 to 300 seconds		
Free unlimited historical data		
Free upgrades and enhancements		
Free replacement of defective units		
Ability to add units to additional vehicles at same monthly rates		
Ability to track mileage, idle time, vehicle speed and number of starts and stops		
Ability to detect if any vehicle's engine is running		
Real-Time Alerts for Speeding and Harsh Driving		
Web access for tracking, reporting and viewing maps with vehicle locations		
Ability to view account information online		
Ability to schedule electronic reporting and delivery		
Printable built-in reports and individual vehicle reports		
Distribution lists created for automated reports		
Reports/Dashboard customized to show data by driver, vehicle or group		
Dashboard metrics shown in graphical format		
Reports automatically align by driver no matter how many vehicles they have driven for a given period of time		
Reports support multiple hierarchies simultaneously		
Ability to track certain vehicle operations such as plow up/down, sander on/off, etc. (Power Take Off (PTO) connections)		
Ability to integrate with Munis work orders		
Ability to work with GIS System		
Ability to work with Fuel Master System		
Web or Cloud hosted (preferred)		
Smartphone application (iPhone preferred)		
Includes portable devices for GPS tracking		

**SCOPE OF WORK (continued)**

Mapping features:

<b>Requirements:</b>	<b>Yes</b>	<b>No</b>
Dynamic, feature-rich, detailed live-mapping with a fast refresh rate and pan/zoom capabilities		
Ability to easily find any street address and zoom to vehicles, assets, addresses and landmarks		
Ability to simultaneously track multiple vehicles (real-time and logged tracking) and ability to find the nearest vehicle/driver to a specific point on the map for dispatching purposes		
Ability to use data for best/least cost route planning		
Ability to allow citizen tracking (read-only map displaying vehicles in real-time)		
Ability to establish geo fences		
Ability to add and remove landmarks		
Ability to store and review history using playback		
Multiple Zoom Levels-Satellite, Hybrid and Street Level Views		
Ability to quickly zoom to street level for a 360-degree view of vehicle or asset's terrain		
Breadcrumbs		

Other:

<b>Additional Requirements:</b>	<b>Yes</b>	<b>No</b>
Data ownership-data must be owned by the Town		
Carrier- must be able to offer flexibility for Town to use carrier of choice		
Seasonal/vehicle repair deactivation/activation must allow for deactivation/activation of seasonal units or units under long-term repair to reduce operating cost. The method for deactivation/activation must be quick and easy such as an email.		
All equipment must be installed at the Public Works facility no later than 60 days from the award of the contract. The proposer must be available for installation of units on two Saturdays as selected by DPW personnel.		
On-site training for approximately 12 end-users and 4 administrators.		
Ongoing web-based training, as needed		
24/7 Customer Support		

**END SCOPE OF WORK**

## **PROPOSAL SUBMISSION REQUIREMENTS**

Provide a proposal with a cover letter, qualifications, project understanding, and experience (not to exceed 10 pages). Complete and include the 'Contractors Qualification Statement'. Include 3-5 references of similar size to Westerly.

## **CONTRACTOR'S QUALIFICATION STATEMENT**

Legal Company Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Tax Identification Number (TIN): \_\_\_\_\_

Number of years in business under present name: \_\_\_\_\_

If in business less than 10 years under present name, please disclose any prior business identity and date(s) of transition: \_\_\_\_\_  
\_\_\_\_\_

Where organized/state of incorporation: \_\_\_\_\_

Where are your company headquarters located? (Please provide physical address):  
\_\_\_\_\_  
\_\_\_\_\_

Is the organization registered to do business in the state of Rhode Island? \_\_\_\_\_

How many employees currently work for your company? How many of them are dedicated to your GPS/AVL software products? \_\_\_\_\_

What geographical regions are currently supported by your GPS/AVL solution?  
\_\_\_\_\_  
\_\_\_\_\_

How many customers do you currently service? What is the total number of vehicles that currently use your solution?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe any strategic alliances or partnerships you have with third parties to support, develop and market your GPS/AVL solution (typically used only for work order integration capabilities):

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Describe your qualifications and experience in providing and supporting GPS/AVL systems for municipalities of the same size and scope as the Town of Westerly:

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Provide 2-3 references (name, contact information, project description) from municipalities with projects of similar nature:

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Describe the software training plan for end-users and administrators:

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Describe the software training plan for end-users and administrators (continued):

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List project timeline including equipment delivery time after award of contract, training date/s and install date if applicable:

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List the operating systems and web browsers compatible with your solution:

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Describe your hosting services. Is the solution stored off-site? Can it be stored locally?

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Describe all physical locations where data may be stored including any disaster recovery sites:

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Is the data captured and stored within the solution proprietary or do customers fully own this information?

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Describe your Disaster Recovery/Business Continuity Plan:

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Describe your data retention policies:

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Describe how your organization uses customer data including but not limited to any user/usage analytics, performance measurement, trending/forecasting and marketing:

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How often do software releases & updates take place? What is the protocol for notifying customers?

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Do you have any quality assurance programs in place? \_\_\_\_\_

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Please provide an Executive Summary of your proposed solution: \_\_\_\_\_

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**COMPLETED AND SUBMITTED APPENDIX A**

**YES NO**

Provide several examples of sample reports or link to a demo website.

Additional sheets/other information can be attached.

**END SELECTION CRITERIA**

## **EVALUATION CRITERIA**

Proposals will be evaluated by a committee based on the following criteria:

### **TECHNICAL to points possible: 70**

- Contractor qualifications, project understanding and experience 20 points
- Extent to which the proposed hardware/software meets desired specifications as identified in the Scope of Work 15 points
- Results of reference checks 10 points
- Ease and practical usability by staff 15 points
- Other criteria as the Town may deem to be in its best interest 10 points

### **COST PROPOSAL total points possible: 30 points (To be submitted in separate sealed envelope)**

- Overall total cost of proposal 30 points

### **EVALUATION PROCEDURE:**

The Evaluation Committee will review and rank all complete proposals that are received. Ranking will be made on the basis of information submitted in response to this RFQ.

The proposal will need to achieve a **minimum technical score of 56 points** to qualify for the cost evaluation. The qualified proposal with the lowest price will receive the highest number of points. The other qualified proposal with higher prices will receive points based on the following formula:

$$\text{Low bid/your bid} * 30$$

A recommendation will be made to the Town of Westerly's Purchasing Agent, and subsequently to the Westerly Town Committee for an award. A professional services contract then will be issued by the Town.

**REQUEST FOR PROPOSAL**  
**2016-086**  
**LEASE OF A GPS FLEET & VEHICLE TRACKING SOLUTION**  
**COST PROPOSAL**  
**SUBMIT IN A SEPARATE SEALED ENVELOPE**

Price shall include all of the following and include all capabilities within the scope of work with no additional fees:

- Provide and install approximately 50 GPS/AVL units, hardwired with 2 PTO connections each with Driver ID system (up to 12 of the 50 units may be portable rather than hardwired)
- Provide access for Citizens tracking with map view only of Refuse or Plow vehicle groups
- Initial training
- 24/7 support
- Free replacement and installation of failed hardware
- Includes if any and all data fees
- Free and automatic system enhancements and upgrades
- Data export to Munis Work order system
- Vehicle tracking accuracy within 3 feet
- Alerts in real time
- Speeding alerts in posted limits
- Scheduled automatic report
- Vehicle grouping
- Indefinite retention of data
- Account administration and hierarchy allowing users to see Grouping of vehicle and or Drivers relevant to their departments
- Users with different levels of access

Initial up front cost \_\_\_\_\_

Year one Monthly Fee for each vehicle \_\_\_\_\_

Year two Monthly Fee for each vehicle \_\_\_\_\_

Year three Monthly Fee for each vehicle \_\_\_\_\_



**COST PROPOSAL FORM REQUIRED RESPONSES (continued)**

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Signature of Authorized Person

Date

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Printed Name of Authorized Person

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Company Title of Authorized Person

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Name of Company

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Address of Company

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City, State, and Zip Code

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Telephone Number Facsimile Number

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Email Address

## **Appendix A**

### **Bidder Certification Form**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

#### **Rules for Submitting Offers**

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she { 1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted' on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

**SOLICITATIONS.** To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly will cancel the original solicitation and re-solicit the original offer directly from vendors.

**PRICING.** Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The Town of Westerly is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

**DELIVERY and PRODUCT QUALITY.** All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

**PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS.** Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

**PUBLIC RECORDS.** Offerors are advised that all materials submitted to the Town of Westerly for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting [www.westerlyri.gov](http://www.westerlyri.gov) or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

**BID SURETY.** Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

**SPECIFICATIONS.** Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

**VENDOR AUTHORIZATION TO PROCEED.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

**GENERAL TERMS AND CONDITIONS OF CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly contracts.

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

**PERFORMANCE BONDS.** Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

**DEFAULT and NON-COMPLIANCE** Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the Town of Westerly.

**COMPLIANCE** Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

## **ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement and submit with your proposal.** A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

\_\_\_ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

\_\_\_ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

\_\_\_ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

\_\_\_ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

\_\_\_ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.

\_\_\_ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

\_\_\_ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

\_\_\_ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_\_ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_\_ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein.

\_\_\_ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging in investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_\_ 12 If the product is subject to Department of Commerce Export Administration Regulations {EAR} or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

\_\_\_ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

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